



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 11, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#46 MAY 11, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **AMENDMENT 2 OF CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AT EAST LOS ANGELES STREET MEDIANS (SUPERVISORIAL DISTRICT 1) (3 VOTES)**

#### **SUBJECT**

This action is to expand the area for the Landscape and Grounds Maintenance Services at East Los Angeles Street Medians contract to include City Terrace Drive at Herbert Avenue, City Terrace Drive pedestrian bridge at Marengo Street, Burger Avenue sound wall, and the State Route 60 pedestrian bridge at East Los Angeles Civic Center.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the work continue to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services continue to be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Approve Amendment 2 to Contract No. 75976 with TruGreen LandCare, LLC, located in Gardena, California, for Landscape and Grounds Maintenance Services at East Los Angeles Street Medians to expand the level of service commencing upon Board approval, at an additional amount of \$18,474 for the current term, to increase the annual not to exceed amount from \$199,291 to \$217,765, and an additional amount of \$25,481 for the subsequent optional renewal year to increase the annual not-to-exceed amount from \$199,291 to \$224,772, with a potential contract maximum sum of

\$1,021,173, for a potential maximum term of five years.

4. Authorize the Director of Public Works or her designee to increase the annual contract amount up to an additional 10 percent of the contract annual sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to execute the amendment; to approve and execute future amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to expand the landscape and grounds maintenance service area with TruGreen LandCare, LLC, to include City Terrace Drive at Herbert Avenue, City Terrace Drive pedestrian bridge at Marengo Street, Burger Avenue sound wall, and the State Route 60 pedestrian bridge at East Los Angeles Civic Center.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support the Department of Public Works (Public Works) in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The requested not-to-exceed increased annual contract amount of \$18,474 (prorated for the remainder of the current contract year) for the current contract term will increase the annual not-to-exceed amount from \$199,291 to \$217,765, commencing upon Board approval, and for the subsequent option years, the not-to-exceed annual contract amount will be increased by \$25,481 (\$2,123.41 per month), increasing the not to exceed annual amount from \$199,291 to \$224,772, plus 10 percent contingency for unforeseen, additional work within the scope of work of the contract, if required.

Funding for the amended service is available in the Fiscal Year 2009-10 Road Fund Budget. Funding to finance the remaining contract term in Fiscal Year 2010-11, subsequent option year, and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Amendment 2 to Contract No. 75976 for Landscape and Grounds Maintenance Services at East Los Angeles Street Medians, which is substantially reflected in the enclosed form (Enclosure), will continue the contract's current terms, specifications, and conditions. Prior to the Director of Public

Works or her designee executing this amendment, the contractor will sign and County Counsel will review it as to form.

On December 19, 2006, Agenda Item 59, your Board approved this contract for an initial one-year period with four 1-year renewal options, for a total contract period of five years, commencing on February 1, 2007, to January 31, 2012, if all option years are exercised. The contract is in its third option year with one option year remaining.

On January 28, 2008, this contract was amended to reflect the contractor's compliance with the increased Living Wage Program hourly rates for the current and subsequent option years of the contract. Under Amendment 1, the contractor's annual contract amount increased from \$180,054 to \$199,291, for the first option year.

Upon your Board's approval, this contract will be amended to increase the annual not to exceed amount from \$199,291 to \$217,765 for the current term, and \$199,291 to \$224,772 for the subsequent option year with a potential contract maximum sum of \$1,021,173.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by your Board on February 6, 2007, and confirmed that it will comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to the contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will continue to pay its full-time employees the required minimum rates of \$11.84 per hour, without health benefits or \$9.64 per hour, with health benefits of \$2.20 per hour, as specified in the LWO adopted by your Board on March 15, 2007, and confirm that it will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed work is categorically exempt from the California Environmental Quality Act (CEQA). The work is within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301(h) of CEQA.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the amendment will continue the current contract services and expand the service area.

### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:GZ:cg

Enclosures

- c: Chief Executive Office (Lari Sheehan)  
County Counsel  
Executive Office  
Office of Affirmative Action Compliance (w/o  
enc.)

AMENDMENT 2 TO CONTRACT NO. 75976

LANDSCAPE AND GROUNDS MAINTENANCE

SERVICES AT EAST LOS ANGELES STREET MEDIANS

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and TRUGREEN LANDCARE, LLC, a general partnership, (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 75976 was entered into between the COUNTY and the CONTRACTOR, on December 19, 2006, to provide landscape and grounds maintenance services for a period of one year with four 1-year renewal options commencing on February 1, 2007; and

WHEREAS, contracts awarded under this authority are subject to the provisions of the Los Angeles County Code, Sections 2.201.010 through 2.201.100 (Living Wage Program); and

WHEREAS, on February 6, 2007, the COUNTY Board of Supervisors approved increases in the County Living Wage Program's hourly rates; and

WHEREAS, the Board directed that all current COUNTY contracts subject to the Living Wage Program be amended to reflect the new rates when the contracts were either renewed for an option year or otherwise amended after June 15, 2007; and

WHEREAS, starting January 28, 2008, the COUNTY and CONTRACTOR entered into Amendment 1 to provide for CONTRACTOR to pay its employees at least the newly approved Living Wage Program's hourly rates; and

WHEREAS, the COUNTY desires to extend the service area to include the areas at City Terrace Drive at Herbert Avenue, City Terrace Drive pedestrian bridge at Marengo Street, Burger Avenue sound wall, and the State Route 60 pedestrian bridge at East Los Angeles Civic Center.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 75976 between them shall be amended as follows:

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FIRST: The Contract is hereby amended to provide that the CONTRACTOR shall perform landscape and grounds maintenance services for the following additional extended service areas as reflected in Attachment A, commencing upon Board approval:

- City Terrace Drive at Herbert Avenue.
- City Terrace Drive pedestrian bridge at Marengo Street.
- Burger Avenue sound wall.
- State Route 60 pedestrian bridge at East Los Angeles Civic Center.

SECOND: This Contract's not-to-exceed annual sum for the current term will increase the from \$199,291 to \$217,765, an increase of \$18,474 (prorated for the remainder of the current contract year). The subsequent option year, not-to-exceed annual contract amount will be increased by \$25,481 (\$2,123.41 per month), increasing the not-to-exceed annual amount from \$199,291 to \$224,772 or such greater amount as the Board may approve (Maximum Contract Sum).

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the amended services to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in Form PW-2.1, Form PW-2.2, Form PW-2.3 as reflected in Attachment B.

FOURTH: This Contract's LW-8, Cost Methodology, is revised as reflected in Attachment C for the Original and these extended service areas.

FIFTH: The following provision is incorporated into the Contract as Part II, Exhibit B, Section 10, Compliance with County's Defaulted Property Tax Reduction Program:

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Section 2.206 of the Los Angeles County Code (Attachment D).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code, Chapter 2.206.

SIXTH: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

TRUGREEN LANDCARE, LLC

By \_\_\_\_\_  
Regional Operations Manager

\_\_\_\_\_  
Type or Print Name



**Landscape Median Contracts****Project Name: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
AREA EAST LOS ANGELES STREET MEDIANS****Maintenance District 4**

<b>Location and Limits</b>	<b>Description and Approximate Area (SF)</b>	<b>Thomas Guide Reference</b>
4th St. Soundwall (Rowan & 4th) - Gage Av. to Indiana St.	Bushes & Vines 6,880	635-D6
Arizona Ave/Mednik Ave. - Telegraph Rd. to 3rd St.	Trees & Bushes 52,795	675-F1
Atlantic Blvd. - Eastbound Off Ramp to First St (City of Monterey Park)	Trees, Bushes 16,500	635- H6
Atlantic Blvd. - S/o Pomona Fwy. To Repetto St.	Trees & Bushes 14,400	635-J7
Beverly Blvd. - Woods Avenue to Montebello City Boundary (approx 200' e/o Gerhart Ave	Palms, Bushes & PCC 33,380	635-J7
Burger Ave. - Humphreys Av. to Mines Av.	Vines & Shurbs 4,320	975-F1
City Terrace Dr. @ Eastern Av. - Monument, Marengo Av. To Miller Av.	Trees & Bushes 31,000	635-F3
Clela Ave. & Vancouver Ave. - Telegraph Rd. to Olympic Blvd.	Trees & Grass 13,195	675- G2
First St. & Gleason St. - 500 FT W/O Mednik Av. To Mednik Av.	Trees & Bushes 3,500	635-G5
Ford Blvd. At Olympic Blvd. - Intersection of Ford Blvd. at Olympic Blvd.	Trees & Bushes 16,500	675-F1
Gerhart Ave (or Bella Vista) Median - Pomona Pkwy. To Beverly Blvd.	Trees, Bushes & Grass 54,000	635-H6
Herbert Ave at City Terrace Dr	15,000	
Langford Park - End of Cul-de-sac at Langford St.	Trees & Bushes 20,000	635-E6
Ped Bridge on Marengo St	370	
Triangle Median - Intersection of Beverly Blvd. / Pomona Av. / Woods Av	Trees & Bushes 4,600	635-H6
Woods Ave. - Louis Place to Carolina Place	Trees & Grass 8,466	675-G1

SECTION 6  
SCHEDULE OF PRICES  
FOR

EAST LOS ANGELES ET AL. MEDIANS

LANDSCAPING AND GROUNDS MAINTENANCE

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

**CITY TERRACE LANDSCAPE IMPROVEMENTS**  
**SITE 1: HERBERT AVENUE AND CITY TERRACE**  
**SITE 2: PEDESTRIAN BRIDGE ON MARENGO**

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL
1.	All Site Inspection and Reporting per Requirements	<u>.25</u>	<u>0.25</u>	<u>52</u>	<u>\$ 7.00</u>	<u>\$ 364.00</u>
2.	Maintenance Report	<u>0.25</u>	<u>0.25</u>	<u>12</u>	<u>\$ 7.00</u>	<u>\$ 84.00</u>
3.	Mowing	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
4.	Mechanical Edging					
	a. Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	b. Groundcover	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>1</u>	<u>1</u>	<u>52</u>	<u>\$ 28.00</u>	<u>\$ 1,456.00</u>
		<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	b. Bare Areas					
	c. Undeveloped Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>2</u>	<u>2</u>	<u>1</u>	<u>\$ 28.00</u>	<u>\$ 28.00</u>
	b. Shrub Safety Clearance / Shrub Pruning	<u>2</u>	<u>2</u>	<u>4</u>	<u>\$ 28.00</u>	<u>\$ 112.00</u>
	c. Hedge Shaping / Trimming	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	d. Groundcover Thinning / Turf Reseeding	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
9.	Sweeping - Hard Surfaces, Walks, and Steps	<u>1</u>	<u>1</u>	<u>12</u>	<u>\$ 28.00</u>	<u>\$ 336.00</u>
10.	Verification	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
11.	Rodent Control	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
12.	Turf and Plant Fertilization	<u>1</u>	<u>1</u>	<u>1</u>	<u>\$ 56.00</u>	<u>\$ 56.00</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL
14.	Irrigation / Watering - Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary*	<u>2</u>	<u>2</u>	<u>52</u>	<u>\$ 90.00</u>	<u>\$ 4,680.00</u>
	d. Manual Watering of Turf and Shrubs	<u>As-Needed</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	e. Flush Lateral Lines	<u>1.5</u>	<u>1.5</u>	<u>4</u>	<u>\$ 45.00</u>	<u>\$ 180.00</u>

All irrigation replacement parts shall be as per original installation or approved equal by the County of Los Angeles

TOTAL ANNUAL COST - CITY TERRACE LANDSCAPE IMPROVEMENTS SITE 1: HERBERT AVENUE AND CITY TERRACE SITE 2: PEDESTRIAN BRIDGE ON MARENGO	<u>\$ 15,224.00</u>
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SECTION 6  
SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES ET AL. MEDIANS  
LANDSCAPING AND GROUNDS MAINTENANCE

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

**BURGER AVE SOUND WALL (BURGER AVE TO HUMPHREYS AVE)**

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	<u>.25</u>	<u>.25</u>	<u>52</u>	<u>\$ 7.00</u>	<u>\$364.00</u>
2.	Maintenance Report	<u>0.25</u>	<u>.25</u>	<u>12</u>	<u>\$ 7.00</u>	<u>\$ 84.00</u>
3.	Mowing	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
4.	Mechanical Edging					
	a. Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	b. Groundcover	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>1</u>	<u>1</u>	<u>52</u>	<u>\$ 28.00</u>	<u>\$1,456.00</u>
	b. Bare Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	c. Undeveloped Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>

ATTACHMENT B  
PW-2.2

6.	Litter Control	<u>1</u>	<u>1</u>	<u>S2</u>	\$ <u>28.00</u>	\$ <u>1,456.00</u>
7.	Raking					
	a. Turf Under Trees	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Planter Beds and Planters	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>

ATTACHMENT B  
PW-2.2

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Shrub Safety Clearance / Shrub Pruning	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	c. Hedge Shaping / Trimming	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	d. Groundcover Thinning / Turf Reseeding	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
9.	Sweeping - Hard Surfaces, Walks, and Steps	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
10.	Aerification	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
11.	Rodent Control	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
12.	Turf and Plant Fertilization	<u>2</u>	<u>2</u>	<u>2</u>	\$ <u>55.00</u>	\$ <u>110.00</u>

ATTACHMENT B  
PW-2.2

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf - detailing general turf areas with systemic herbicides	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
14.	Irrigation / Watering - Automatic					
	a. Valve Box Integrity - replace covers, check for safety and security, more often if necessary	<u>1</u>	<u>1</u>	<u>52</u>	<u>\$ 28.00</u>	<u>\$ 1,456.00</u>
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	<u>1</u>	<u>1</u>	<u>52</u>	<u>\$ 28.00</u>	<u>\$ 1,456.00</u>



ATTACHMENT B  
PW-2.2

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering - Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary*	<u>2</u>	<u>2</u>	<u>12</u>	<u>\$129.25</u>	<u>\$1,551.00</u>
	d. Manual Watering of Turf and Shrubs	<u>As-Needed</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	e. Flush Lateral Lines	<u>As-Needed</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>

All irrigation replacement parts shall be as per original installation or approved  
equal by the County of Los Angeles

TOTAL ANNUAL COST - BURGER AVENUE SOUND WALL  
(BURGER AVE TO HUMPHREY AVE)

\$ 7,933.00

ATTACHMENT B  
PW-2.2

TOTAL COST SUMMARY

REFERENCE PAGE	FACILITY	TOTAL ANNUAL COST
E.54	Burger Ave Soundwall	\$ 7,933.00
GRAND TOTAL		\$ 7,933.00

Name: Name of Party		
Tribune Landcare, A General Partnership		
Signature of Person Authorized to Sign: [Signature] David Evans		
Title of Person Authorized to Sign: Operations Manager		
Date	State Contract # License	License Type
03/01/10	77548	C27, C61/D49
Facility's Address:		
1323 W. 130th St. Gardena, CA 90247		
Phone	Fax	E-Mail
(310) 354-1520	(310) 323-4780	Dave-Evans@landcare.com

SECTION 6  
SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES ET AL. MEDIANS  
LANDSCAPING AND GROUNDS MAINTENANCE

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

**SR-60 PEDESTRIAN BRIDGE – EAST LA CIVIC CENTER/BELVEDERE PARK**

Item	Description	Quantity	Unit	Frequency	Unit Price	Total Price
1.	All Site Inspection and Reporting per Requirements	<u>.125</u>	<u>.125</u>	<u>52</u>	<u>\$ 3.50</u>	<u>\$ 182</u>
2.	Maintenance Report	<u>.25</u>	<u>.25</u>	<u>12</u>	<u>\$ 7</u>	<u>\$ 84</u>
3.	Mowing	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
4.	Mechanical Edging					
	a. Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	b. Groundcover	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>.25</u>	<u>.25</u>	<u>52</u>	<u>\$ 7</u>	<u>\$ 364</u>
	b. Bare Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	c. Undeveloped Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>

ATTACHMENT B  
PW-2.3

6.	Litter Control	<u>.25</u>	<u>.25</u>	<u>52</u>	<u>\$ 7</u>	<u>\$ 364</u>
7.	Raking					
	a. Turf Under Trees	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	b. Planter Beds and Planters	<u>.25</u>	<u>.25</u>	<u>52</u>	<u>\$ 7</u>	<u>\$ 364</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Shrub Safety Clearance / Shrub Pruning	<u>.5</u>	<u>.5</u>	<u>12</u>	\$ <u>14</u>	\$ <u>168</u>
	c. Hedge Shaping / Trimming	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	d. Groundcover Thinning / Turf Reseeding	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
8.	Sweeping - Hard Surfaces, Walks, and Steps	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
10.	Aerification	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
11.	Rodent Control	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
12.	Turf and Plant Fertilization	<u>.5</u>	<u>.5</u>	<u>1</u>	\$ <u>14</u>	\$ <u>14</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – <u>with</u> systematic herbicides	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	<u>.125</u>	<u>.125</u>	<u>52</u>	<u>\$ 3.50</u>	<u>\$ 182</u>
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	<u>.125</u>	<u>.125</u>	<u>52</u>	<u>\$ 3.50</u>	<u>\$ 182</u>

ITEM	ITEM DESCRIPTION	MINIMUM JOBS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering - Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary*	<u>.5</u>	<u>.5</u>	<u>26</u>	<u>\$ 14</u>	<u>\$ 364</u>
	d. Manual Watering of Turf and Shrubs	<u>As-Needed</u>	<u>NA</u>	<u>NA</u>	<u>\$</u>	<u>\$ NA</u>
	e. Flush Lateral Lines	<u>.5</u>	<u>.5</u>	<u>4</u>	<u>\$ 14</u>	<u>\$ 56</u>

All irrigation replacement parts shall be as per original installation or approved equal by the County of Los Angeles

TOTAL ANNUAL COST - SHAW PEDESTRIAN BRIDGE EASTLA CIVIC CENTER PL VEDERE PARK	<b>\$ 2,324</b>
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Per Month \$ 193.67

**TOTAL COST SUMMARY**

REFERENCE PAGE	FACILITY	TOTAL ANNUAL COST
E.54	SR-60 PEDESTRIAN BRIDGE - EAST LA CIVIC CENTER/BELVEDERE PARK	\$ 2,324
GRAND TOTAL		\$ 2,324

LEGAL NAME OF PERSON/ORG		
TRECUTER LANDCARE		
SIGNATURE OF PERSON AUTHORIZED TO SIGN CONTRACT		
DAVE G. EVANS <i>David G Evans</i>		
TITLE OF AUTHORIZED PERSON <i>Operations Manager</i>		
DATE <i>2/21/10</i>	STATUS CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE <i>C27, C61 / D49</i>
PROBOKER'S ADDRESS: 1322 W. 13TH ST. GARDENA, CA. 90247		
PHONE (310) 354-1520	FAX <i>(310) 323-4780</i>	EMAIL <i>Dave-Evans@landcare.com</i>



# ATTACHMENT C FORM LW-8

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE - EAST LOS ANGELES STREET MEDIANS

PROPOSER: TRUGREEN LANDCARE

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
LM Supervisor		8	8	8	8	8	8	40	2080	11.84	\$ 24,627.20
LM Worker		8	8	8	8	8	8	40	2080	11.84	\$ 24,627.20
LM Worker		8	8	8	8	8	8	40	2080	11.84	\$ 24,627.20
						7.25		7.25	377	11.84	\$ 4,483.88
						7.25		7.25	377	11.84	\$ 4,483.88
											\$
											\$
											\$
											\$
											\$
<b>Comments/Notes:</b>											
<b>Total Annual Salaries</b>											\$ 82,808.96
(1) Vacations, Sick Leave, Holiday											\$ 2,247.92
(2) Health Insurance ***											\$ 1,933.21
(3) Payroll Taxes & Workers' Compensation											\$ 31,470.88
(4) Welfare and Pension											\$ 3,259.48
<b>Total Annual Employee Benefits (1+2+3+4)</b>											\$ 38,911.49
(5) Equipment Costs											\$ 38,423.43
(6) Service and Supply Costs											\$ 32,553.28
(7) General and Administrative Costs											\$ 9,615.84
(8) Profit											\$ 22,473.20
<b>Total Annual Other Costs (5+6+7+8)</b>											\$ 103,065.75
<b>TOTAL ANNUAL PRICE</b>											\$ 224,772.00

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at least \$11.84 per hour.

\*\*\* Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

TruGreen LandCare/David G. Evans

Name of Proposer

  
Signature

3/25/2010

Date

**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or

is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)